

SABINO & SABINO, P.C.

ATTORNEYS AT LAW

92 Willis Avenue, 2nd Floor

Mineola, New York 11501

516-294-3199

Fax: 516-747-9405

E-mail: Anthony.Sabino@sabinolaw.com

www.sabinolaw.com

ANTHONY MICHAEL SABINO
MARY JANE C. SABINO (1957-2006)

ADMITTED IN NEW YORK
PENNSYLVANIA
AND THE UNITED STATES
SUPREME COURT

6 March 2023

VIA ECF AND EMAIL

Hon. Andrew L. Carter, Jr.
United States District Court for the
Southern District of New York
40 Foley Square, Room 435
New York, New York 10007

Re: Look Above LLC v. PPE Solutions Group, LLC
22-cv-03418 (ALC) (KHP) (S.D.N.Y.)

Your Honor:

Respectfully, we are the attorneys for the Plaintiff Look Above LLC (“Look Above”) in the above captioned action against the Defendant PPE Solutions Group, LLC (“PPE”). The instant writing constitutes Look Above’s required Pre-Motion Conference letter, submitted pursuant to this honorable Court’s Individual Rule 2.A.

Look Above respectfully seeks permission to move this honorable Court for **an order enforcing the settlement reached herein, precisely, compelling PPE to make the second installment payment, which was due 15 February 2023, yet remains unpaid, and such other relief, as the Court deems just and proper under the circumstances.**

Look Above respectfully incorporates herein by reference and in full the facts and legal arguments made in its Pre-Motion Conference letter to this honorable Court, dated 1 February 2023, and docketed as ECF No. 20. In order to not waste the Court’s valuable time, Look Above updates the pertinent facts, as follows.

Pursuant to the settlement agreement, PPE was required to make the second installment payment on 15 February 2023. It failed to do so.

The undersigned made diligent and polite inquiry of PPE’s counsel. These brief emails are attached separately at Exhibit “A.”

As of the date of the instant letter, the required payment has still not been made, nor any explanation given for this failure to remit said payment. Indeed, nothing further has been heard from PPE.

Look Above respectfully draws this honorable Court's attention to the fact that it "retain[ed] full and complete jurisdiction over the enforcement of the instant Settlement Agreement." See ECF No. 19 (5 October 2022).

Accordingly, Look Above seeks an appropriate order from this honorable Court enforcing the settlement agreement, to wit and at this time, ordering PPE to immediately tender the now overdue 15 February 2023 payment.

Look Above regrets having to take up this honorable Court's time with so simple a matter, and therefore respectfully suggests that there is no need for oral argument or further briefing, as this matter can be easily resolved solely on the pleadings. Look Above therefore respectfully requests that this honorable Court accept the instant letter as its motion, and thereby conserve precious judicial resources.

Finally, and while Look Above has no wish to appear vindictive, it wishes to bring the following to this honorable Court's attention. Already PPE has been twice negligent in fulfilling the obligations imposed by a settlement agreement into which it willingly entered. The 15 January 2023 payment was approximately three (3) weeks late, and, in all probability, only made in response to Look Above's 1 February 2023 Pre-Motion Conference letter, *infra*. Thus, a pattern emerges, now with the 15 February 2023 installment unpaid, and Look Above thereby compelled to seek relief from this honorable Court.

In addition, one of PPE's principals, Mr. Park, has held itself out as an attorney admitted to practice in New York and New Jersey. *See* Complaint at Para. 10, ECF No. 1. Look Above respectfully asserts that an attorney should have more regard for his business' settlement agreements, to say nothing of the dignity of this honorable Court.

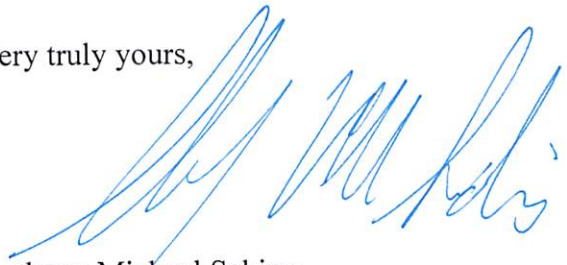
For these reasons, Look Above most respectfully suggests to this honorable Court that it should contemplate imposing some financial penalty against PPE, in order to deter PPE from such misbehavior in the future.

In closing, Look Above seeks the enforcement of the terms of the settlement agreement, and therefore requests permission to move this honorable Court for the entry of an appropriate order enforcing the settlement, specifically, compelling PPE to remit the 15 February 2023 installment payment immediately, and such other relief as the Court might think just and proper under the circumstances.

This is Look Above's first request for relief specifically with regard to the unpaid 15 February 2023 installment. Look Above acknowledges that it did request similar relief with regard to the separate payment which was due on 15 January 2023, and eventually paid, but quite late, as noted hereinabove. *See also* Look Above's 9 February 2023 letter informing the Court that the 15 January 2023 payment had finally been made, ECF No. 21.

With thanks, I respectfully remain,

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Anthony Michael Sabino', written in a cursive style.

Anthony Michael Sabino
For Plaintiff Look Above

cc: Kerry Brainard Verdi, Esq.
For Defendant PPE (via ECF and email)
RC, CC (Look Above)